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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/066,794	02/06/2002	Phillip Hyun	300.257	4493

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EXAMINER
ZURITA, JAMES H

ART UNIT	PAPER NUMBER
3625	

DATE MAILED: 02/04/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

	Application No.	Applicant(s)
Ⱡ **Office Action Summary**	10/066,794	HYUN, PHILLIP
	Examiner	Art Unit	
	James H Zurita	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _27 November 2004_.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-27_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-27_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____.

DETAILED ACTION

Prosecution History

A First Office Action, 8 April 2003, paper 5, rejected claims 1-22.

Amendment A, 2 September 2003, paper 7, amended claims 1-7, 10-17, 20-22

and added claims 23-26.

Amendment B, 14 October 2003, paper 9, corrected Amendment A.

A Final Office Action of 20 December 2004, in response to Amendments A, B,

rejected claims 1-26.

On 28 May 2004, Applicant filed a Request for Continuing Examination,

amending claims 1, 11 and 20.

On 24 June 2004, the Examiner rejected claims 1-26.

Response to Amendment

On 27 November 2004, applicant added claim 27, and amended claims 1-6, 8-

11, 13-16, 18-22. Claims 7, 12, 17 and 23-26 were not amended.

Claims 1-27 are pending and will be examined.

Claim Objections

Applicant's amendment introduced a number of inconsistencies and errors in the

claims. Nevertheless, the Examiner will interpret the amendment as a bona fide attempt

at a response. Some examples follow:

Claims 6 and 12 are shown as *previously presented*. They should read *currently amended*. For proper format, *See MPEP 714 (C) Amendments to the Claims.*

Claims 4, 12 and 22 still refer to **mobile agent.** All other references of **mobile agent** were changed to **tasklet.**

Applicant is encouraged to review the claims for similar errors.

Correction is required.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Some of the rejections listed are the result of what appear to be word processing errors that create antecedent basis rejections, indefiniteness, etc.

Claim 4 should read, "...accepting, **via** a fifth tasklet..." for definiteness.

Claims 7 and 17 refer to **job order.** Other claims refer to **client job order.**

Claims 4, 14 and 22 refer to **said media campaign.** Parent claims refer to **media campaign proposal.**

Claims 3, 13 and 21 refer to said advertising campaign.

Claim 5 refers to **receiving back,** parallel claims 11 and 20 refer to **receiving.**

The numbers assigned to various tasklets appears to be inconsistent across various claims. It is not clear whether these are the result of word processing errors or whether applicant claims patentable distinction thereby. For example:

> Claims 3 and 13 accept via a third tasklet, while claim 21 accepts via fourth tasklet.
> Claims 4 and 14 accept via a fifth tasket, while claim 22 accepts via a sixth tasklet.

Claim 4 creates a fourth tasklet representing a media campaign proposal, while claim 22 does the
same with a fifth tasklet.

Applicant is respectfully requested to review the claims for similar errors.

Response to Arguments

Applicant's arguments filed 27 November 2004 have been fully considered but

they are not persuasive.

In response to applicant's argument (page 11, last paragraph) that the

examiner's conclusion of obviousness is based upon improper hindsight reasoning, it

must be recognized that any judgment on obviousness is in a sense necessarily a

reconstruction based upon hindsight reasoning. But so long as it takes into account

only knowledge which was within the level of ordinary skill at the time the claimed

invention was made, and does not include knowledge gleaned only from the applicant's

disclosure, such a reconstruction is proper. See In re McLaughlin, 443 F.2d 1392, 170

USPQ 209 (CCPA 1971).

In response to applicant's arguments concerning advantageous features

provided by his use of tasklets, the fact that applicant has recognized another

advantage which would flow naturally from following the suggestion of the prior art

cannot be the basis for patentability when the differences would otherwise be obvious.

See Ex parte Obiaya, 227 USPQ 58, 60 (Bd. Pat. App. & Inter. 1985).

Claim Rejections - 35 USC § 103

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

The claims are interpreted in view of claim objections and rejections, above.

Claims 1-27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Solomon (US PG-PUB US2002/0069134A1) ***in view of an article by Greg Farrell*** published on 15 November 1999 in USA Today, entitled, "Web finally opens door to new ways of buying ad space Sites allow media buyers to bypass salespeople, but some traditions may die hard."

Solomon discloses systems, methods and apparatus for managing procurement of goods and services in a distributed environment. The various processes may be executed by using tasklets. Buyers and sellers may track and continuously register the interaction activity with the agents' home bases (see, for example, at least paragraph 284).

Solomon discloses that buyers may request information concerning bundles of services (see at least paragraph 31). The system provides for vendor-side competition and bundling of services. The system permits accepting purchase requests, negotiation processes, modifying job orders and generating purchase authorizations. The system provides for identifying vendors, sending them availability queries and receiving their responses. After a reiterative process of negotiation, clients may place orders for the services and receive confirmation from the vendors that their orders have been fulfilled.

Solomon ***does not*** use the term firewall. Solomon discloses security protocols to restrict access to the system. The use of firewalls is notoriously well known. Therefore,

it would have been obvious to one of ordinary skill in the art at the time the invention

was made to combine Solomon with Firewalls. One of ordinary skill in the art at the

time the invention was made would have been motivated to combine Solomon with

Firewalls for the obvious reason that data contained in the various applications needs to

be protected from unauthorized access.

Solomon *does not* use the term *tasklet*. Solomon discloses the use of Java.

The Java language uses tasklets. Tasklets may be used as objects and mobile agents.

Solomon *does not* specifically state that "...said first *tasklet* configured to dynamically

adjust to varying conditions..." It is well known that tasklets are not tethered to specific

applications and are not simply function calls but are goal-oriented and do not require

user intervention. Therefore, it would have been obvious to one of ordinary skill in the

art at the time the invention was made to combine Solomon and knowledge generally

available to disclose tasklets configured to dynamically adjust to varying conditions.

One of ordinary skill in the art at the time the invention was made would have been to

combine Solomon and knowledge generally available to disclose *tasklets* configured to

dynamically adjust to varying conditions for the obvious reason that by permitting

tasklets to perform as they are designed, a user may save time that would otherwise be

involved in programming and training his agent.

Solomon *does not* disclose his invention in terms of procurement of media

resources for an advertising campaign. Advertising is a marketing tool and may be

used in combination with sales promotions, personal selling and publicity.[1] However,

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[1] Definition of Advertising, BARRON's Business Guides, Dictionary of Business Terms.

Solomon discloses that his system continually analyzes streams of data in marketing

promotion showcase databases (see at least paragraph 2). Solomon also suggests the

need of purchasing, sales, marketing and production system to emulate how customers

purchase services (see at least paragraphs 7 and 21). Solomon suggests inter-agent

analysis of marketing trends and behavior. Within a marketing framework, Solomon

discusses the use of detailed information in promotions, time-sensitive offers (see at

least paragraph 23). Marketing is the process associated with promoting for sales

goods or services, including all aspects of generating or enhancing demand for the

product, including advertising and promotion.[2] *Farrell* discloses that several companies

engage in business methods to sell media space in an advertising mix. *Farrell*

discusses that agencies (applicant's media planner and buyer) submits request for bids

for a media plan and that media vendors and outlets that want to contract quote prices.

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to combine Solomon and *Farrell* to include buying and selling of

media services among the types of services suggested by Solomon. One of ordinary

skill in the art at the time the invention was made would have been motivated to

combine Solomon and *Farrell* to include buying and selling of media services among the

types of services suggested by Solomon for the obvious reason that media services for

advertising campaigns may often be bought and sold like other types of services. By

automating the plan-negotiate-contract process, businesses can decrease their

advertising and marketing expenses and achieve higher levels of performance. In

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[2] Definition of Marketing, BARRON's Business Guides, Dictionary of Business Terms.

addition, by automating the tracking of media mix, perhaps by advertising campaign, one can compare the effectiveness of campaigns by different parameters. Market trends and behavior, as disclosed by Solomon, may be analyzed to sharpen the focus of media campaigns that are used by businesses to sell their products. Software such as disclosed by *Farrell* facilitate these efforts.

Neither Solomon nor *Farrell* specifically disclose "...pre-selected..." vendors. However these differences are only found in the nonfunctional descriptive material and are not functionally involved in the steps recited. The steps of transmitting, receiving, processing, creating and transmitting a *tasklet*(1...nth) would be performed the same regardless of the data. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, *see In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); *In re Lowry*, 32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994). Further, this limitation of a vendor (...pre-selected...) is not positively recited and occurs as a precursor to the method steps recited in the claims. It would have been obvious to a person of ordinary skill in the art at the time the invention was made to send and receive (1...n) tasklets because such data *does not* functionally relate to the steps in the method claimed and because the subjective interpretation of the data *does not* patentably distinguish the claimed invention.

Neither Solomon nor *Farrell* specifically disclose "...the use of tasklets to create a discrepancy notification..." Discrepancy is defined as the quality or state of being discrepant (being at variance, disagreeing).[3] Synonyms include difference,

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[3] Definition of *discrepancy*, MERRIAM WEBSTER'S Collegiate Dictionary.

disagreement.[4] A buyer/seller may solve discrepancies by notifying the other party that

something needs to be corrected, for example. Solomon discloses such corrections (for

example, Abstract). Such corrections are common and critical in commerce and in

electronic commerce. Where a party (vendor or seller or broker) is not able to send or

receive "discrepancy notifications" that party loses business. It would have been

obvious to one of ordinary skill in the art at the time the invention was made to include

disclose sending and receiving "discrepancy notifications." One of ordinary skill in the

art at the time the invention was made to include disclose sending and receiving

"discrepancy notifications" for the obvious reason that where a party does not provide

such mechanisms to correct errors (human or otherwise) the party will lose customers.

Their customers will go to other parties that provide such adjustment mechanism. The

vendors may eventually go out of business.

Claims 1-27 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Peckover, US Patent 6,119,*101 in view of an article by Greg Farrell* published on 15

November 1999 in USA Today, entitled, "Web finally opens door to new ways of buying

ad space Sites allow media buyers to bypass salespeople, but some traditions may die

hard."

Peckover discloses systems, methods and apparatus for the procurement of

goods and services in a distributed environment with the use of intelligent agents.

Peckover discloses that intelligent (mobile) agents may search for, negotiate and bundle

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[4] MS/WORD Thesaurus.

offers and counteroffers among buyers and sellers. Peckover discloses the use of

purchase requests, purchase order fulfillment, and tracking of various aspects of

activity. Peckover discloses the use of firewalls. Peckover discloses the use of Java.

The Java language uses tasklets. Tasklets may be used as objects and mobile agents.

Peckover **does not** specifically state that "...said first *tasklet* configured to dynamically

adjust to varying conditions..." It is well known that tasklets are not tethered to specific

applications and are not simply function calls but are goal-oriented and do not require

user intervention. Therefore, it would have been obvious to one of ordinary skill in the

art at the time the invention was made to combine Peckover and knowledge generally

available concerning Java to disclose tasklets configured to dynamically adjust to

varying conditions. One of ordinary skill in the art at the time the invention was made

would have been to combine Solomon and knowledge generally available to disclose

tasklets configured to dynamically adjust to varying conditions for the obvious reason

that by permitting tasklets to perform as they are designed, a user may save time that

would otherwise be involved in programming and training his agent.

Peckover **does not** specifically disclose his system in an advertising and

marketing environment for media mix products. *Farrell* discloses that several

companies engage in business methods to sell media space in an advertising mix.

Farrell discusses that agencies (applicant's media planner and buyer) submits request

for bids for a media plan and that media vendors and outlets that want to contract quote

prices.

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to combine Peckover and *Farrell* to include buying and selling of

media services among the types of services suggested by Peckover.

One of ordinary skill in the art at the time the invention was made would have

been motivated to combine Peckover and *Farrell* to include buying and selling of media

services among the types of services suggested by Peckover for the obvious reason

that media services for advertising campaigns may often be bought and sold like other

types of services. Using Peckover's intelligent agents with specified life times, one can

provide vendors of services with recognizable offers for their offerings. Vendors and

buyers of the various components of a media mix may plan their needs according to

recognized supply and demand requirements.

Neither Peckover nor *Farrell* specifically disclose "...pre-selected..." vendors.

However these differences are only found in the nonfunctional descriptive material and

are not functionally involved in the steps recited. The steps of transmitting, receiving,

processing, creating and transmitting a *tasklet* (1...nth) would be performed the same

regardless of the data. Thus, this descriptive material will not distinguish the claimed

invention from the prior art in terms of patentability, see In re Gulack, 703 F.2d 1381,

1385, 217 USPQ 401, 404 (Fed. Cir. 1983); In re Lowry, 32 F.3d 1579, 32 USPQ2d

1031 (Fed. Cir. 1994). Further, this limitation of a vendor (...pre-selected...) is not

positively recited and occurs as a precursor to the method steps recited in the claims. It

would have been obvious to a person of ordinary skill in the art at the time the invention

was made to send and receive (1...n) tasklets because such data ***does not*** functionally

relate to the steps in the method claimed and because the subjective interpretation of

the data **does not** patentably distinguish the claimed invention.

In addition, Pecover specifically discloses a Preference Manager function that

maintains data concerning a participant's preferences, such as for a favorite brand, for

example. It would have been obvious to one of ordinary skill in the art at the time the

invention was made to extend Peckover to include "...pre-selected..." vendors.

One of ordinary skill in the art at the time the invention was made would have

been motivated to extend Peckover to include "...pre-selected..." vendors for the

obvious reason that business is often transacted on the basis of personal experiences

and preferences. A buyer might have excellent experience with one vendor but horrible

experiences with a second vendor. Similarly, a vendor might have a reputation of being

unreliable. Some vendors might provide a greater discount to their favorite customers.

Under such circumstances, it is common to select in advance those vendors with whom

a person might wish to do business.

Neither Peckover nor *Farrell* specifically disclose "...the use of tasklets to create

a discrepancy notification..." Discrepancy is defined as the quality or state of being

discrepant (being at variance, disagreeing).[5] Synonyms include difference,

disagreement.[6] A buyer/seller may solve discrepancies by notifying the other party that

something needs to be corrected, for example. Peckover discloses such corrections

(for example, Abstract). Such corrections are common and critical in commerce and in

electronic commerce. Where a party (vendor or seller or broker) is not able to send or

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[5] Definition of *discrepancy*, MERRIAM WEBSTER'S Collegiate Dictionary.

receive "discrepancy notifications" that party loses business. It would have been obvious to one of ordinary skill in the art at the time the invention was made to include disclose sending and receiving "discrepancy notifications." One of ordinary skill in the art at the time the invention was made to include disclose sending and receiving "discrepancy notifications" for the obvious reason that where a party *does not* provide such mechanisms to correct errors (human or otherwise) the party will lose customers. Their customers will go to other parties that provide such adjustment mechanism. The vendors may eventually go out of business.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

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[6] MS/WORD Thesaurus.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to James H Zurita whose telephone number is 703-605-4966. The examiner can normally be reached on 8a-5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins can be reached on 703-308-1344. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

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Art Unit 3625
3 February 2005

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